20 May 1965

Dear Jim,

I am enclosing the following properly executed documents to complete the close-out of JM-1930.

- (a) Copy Nos. 1 and 3 of Amendment No. 1 together with signed receipt covering retention of Copy No. 2.
- (b) Receipt covering retention of Copy No. 1 of letter OSA-1284-65 dated 14 May 1965.
- (c) Certification on Patent Compliance and Royalties.
- (d) Certification on Completion of Contractual Requirements.
- (e) Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts with acknowledging certificate.
- (f) Contractor's Release with acknowledging certificate.
- (g) Final Invoice.

STATINTL cc:

I trust these documents are sufficient to effect closure.

| Regards. | 1 |
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| | STATINTL |
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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

Contract No. JM-1930

Pursuant to the terms of Contract No. JM-1930 and in consideration of the reimbursement of costs and payment of fee, as provided in the said Contract and any assignment thereunder, the Hughes Aircraft Company, Culver City, California (hereinafter called the Contractor) does hereby:

- 1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title, and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said Contract, together with all the rights of action accrued or which may hereafter accrue thereunder (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).
- 2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said Contract, and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
- 3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.
- 4. In the event the Contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California, or any other political subdivision thereof, in connection with the performance of this Contract, and for which the Contractor was paid or reimbursed by the Government, the Contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the Contractor incident to such refund or credit to the extent that such interest was earned after the Contractor was paid or reimbursed by the Government for such taxes). In the event the Contractor receives any benefit in lieu of or in addition to such a refund or credit, the Contractor agrees to pay over to the Government an amount equal to such benefits.

| | CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS Contract No. JM-1930 |
|---------|--|
| | IN WITNESS WHEREOF, this assignment has been executed this 20th day of May 1965. |
| TATINTL | HUGHES AIRCRAFT COMPANY (Contractor) |
| | Vice President and |

Contract JM-1930

Date: May 20, 1965

CERTIFICATE

In support of the claim of the HUGHES AIRCRAFT COMPANY, Contractor, for fee withheld, on information and belief, I hereby certify: (A) That the Contractor has made disclosure of all inventions and discoveries made by it and its subcontractors required to be disclosed pursuant to said contract; and (B) That the Contractor has reported the amount or rate, of any royalties, if any, or royalty rates, if any, paid by it directly to others in connection with performance of the contract.

| ST | HUCHES | AIRCRAFT | COMPANY | |
|----|---------------|----------|---------|--|
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| | | | | |
| | | Adminis | | |

CERTIFICATE OF COMPLETION

Contract JM-1930

Date: May 20, 1965

In support of the claim of Hughes Aircraft Company for Fee withheld under provision of the above-noted Contract, I hereby certify that:

- a. All articles and services required have been successfully completed, delivered to and formally accepted by the Government.
- b. All contractual changes initiated during the performance of the Contract have been embodied in formal contractual instruments.
- c. All reductions in Fixed Fee (if any) to which the Government is entitled have been effected by Change Order or Supplemental Agreement.

| | HUGHES AIRCRAFT COMPANY |
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| STATINTL | |
| | Manager, Administration Advanced Armaments |

20 May 1965

CERTIFICATE

| | Contract No. JM-1930 | |
|----------------------|--|---|
| STATINTL STATINTL | that who st Contractor was then Wice Presion said assignment was duly sign | tify that I am the ASSISTANT SECRETARY Contractor in the foregoing assignment; igned said assignment on behalf of the ENT TREASURER OF said Corporation, that ned for and in behalf of said corporation body and is within the scope of |
| STATINTL | Corporate Seal | |
| | | Assistant Secretary |

CONTRACTOR'S RELEASE

Contract No. JM-1930

Treasurer

| - to the section of the Manager |
|---|
| Pursuant to the terms of Contract No. JM-1930 and in consideration of the |
| STATINT |
| which has been or is to be paid under the said Contract to Hughes Aircraft Company, Culver City, California (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release and discharge the Government, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said Contract, except: |
| Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Con- tractor, as follows: |
| |
| Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said Contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said Contract. |
| 3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its idemnification of the Government against patent liability), including reasonable expenses inciden- tal thereto, incurred by the Contractor under the provisions of the said Contract relating to patents. |
| The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said Contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation. |
| IN WITNESS WHEREOF, this release has been executed this 20th day of May 1965. |
| HUGHES AIRCRAFT COMPANY (Contractor) |
| By STATINTI |

20 May 1965

CERTIFICATE

| | Contract No | | |
|----------|--|---|---|
| STATINTL | was then <u>Vice President + Treasurer</u> of was duly signed for and in behalf | that I am the ASSISTANT SECRETARY actor in the foregoing release, that release on behalf of the Contractor said Corporation; that said release of said Corporation by authority of the scope of its corporate powers. | |
| | Corporate Seal | STATINT Assistant Secretary | L |
| | i de la companya de l | | |